

EXHIBIT B

Deposit Agreement and Disclosures

Effective July 1, 2006



bankofamerica.com

Bank of America, N.A. Member FDIC.
Applies to accounts opened in AR, AZ, CT, DE, FL,
GA, IA, IL, KS, MA, MD, ME, MI, NC, NH, NJ,
NM, NY, OK, OR, PA, RI, SC, TN, TX, VA,
and Washington D.C.

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Table of Contents

General Terms	1	Substitute Checks and Your Rights	11	Collection Items	25
Binding Contract.....	1	Insufficient Funds - Overdrafts	12	Check Stock and Ink.....	25
Changes to Agreement.....	1	Overdraft and Returned Item Fees.....	12	Converting Checks to Electronic Debits.....	25
Charging an Account.....	1	Overdraft Protection Plans.....	12	Examining Checks.....	25
Closing an Account.....	1	Electronic Banking Services	13	Facsimile Signature.....	26
Fees.....	2	General Information.....	13	Foreign Currency.....	26
FDIC Assessments.....	2	Access ID.....	13	"Freezing" Your Account.....	26
Governing Law.....	2	Online Banking and Bill Payment Services.....	14	Items Resulting from Voluntary Disclosure.....	26
Information About Customers	2	Electronic Banking Disclosures.....	14	Large Cash Withdrawals.....	26
Information You Give Us.....	2	ATM Safety Tips	17	Multiple Signatures.....	26
Bank of America's Privacy Policy for Consumers.....	2	Funds Transfer Services	17	Paying Checks and Other Items.....	27
Disclosing Information.....	2	Fedwire.....	17	Returned Items.....	27
Credit Reports and Other Inquiries.....	3	Sending Funds Transfers.....	17	Sample Signature.....	27
Recording and Monitoring Telephone Calls.....	3	Receiving Funds Transfers.....	18	State-Dated and Postdated Checks.....	27
Release of Information.....	3	ACH Debits and Credits.....	19	Substitute Checks, Indemnified Copies, Images and Image Replacement Copies.....	27
Sharing Information with Affiliates.....	3	Protecting Your Account	19	Unpaid Items.....	27
Ownership of Accounts	3	Cellular or Cordless Telephones.....	19	Additional Terms and Services	28
Joint Accounts.....	3	Change of Address.....	19	Automatic Transfer Service.....	28
"Payable on Death" Accounts.....	4	Fingerprint.....	19	Business Days.....	28
Business and Other Nonpersonal Accounts.....	4	Examining Statements and Reporting Problems.....	19	Check and Deposit Slip Forms.....	28
Transferring Ownership.....	4	Helping to Prevent Fraud.....	20	Check Copies.....	28
Checking and Savings Accounts	5	Processing Transactions - Deposits and Cashed Items	20	Check Enclosure Service.....	29
Checking and Savings Accounts.....	5	Cashing Items or Accepting Items for Deposit.....	20	Check Image Service.....	29
Eligibility for Interest Checking.....	5	Collection Items.....	21	Check Safekeeping Service.....	29
Account Conversions.....	5	Client-Encoded Deposits.....	21	Conflicting Claims About Your Account.....	29
Transaction Limits for Savings Accounts.....	5	Demand Drafts and Remotely Created Checks.....	21	Currency Exchange Rates.....	29
Time Deposit Account	5	Deposit Delivery and Preparation.....	22	Cutoff Time for Receipt of Orders.....	30
Interest on Your Funds	6	Deposit Error Correction.....	22	Death or Incompetence.....	30
Interest-Bearing Checking and Savings Accounts.....	6	Endorsing Checks.....	22	Indemnification and Limitation of Liability.....	30
Time Deposits.....	7	Foreign Instruments.....	22	Legal Process.....	31
Balance Information	7	Identifying the Account.....	23	Notice of Withdrawal.....	31
Balance Waivers.....	7	Lost Checks.....	23	Power of Attorney.....	31
Combined Balances.....	7	Overpayments and Reversals.....	23	Right of Setoff.....	31
Statements and Notices	8	Returned Items.....	23	Stop Payment Orders and Postdating Orders.....	32
Statements.....	8	Substitute Checks.....	24	Sub-Accounts.....	33
Notices.....	9	Third-Party Endorsements.....	24	Treasury Management Services.....	33
When Funds Are Available For Withdrawal	9	Processing Transactions - Withdrawals	24	Unclaimed Property.....	33
		Check Cashing.....	24	Verification of Transactions and Right to Reverse Transactions.....	33
		Check Legends.....	24	Waiver and Severability.....	33
		Check and Item Processing Orders.....	24	Tax Information	34
				Resolving Disputes	35

TOC 2

TOC 1

General Terms

Welcome to Bank of America, and thank you for opening and maintaining an account. Please read this entire agreement carefully so you understand your rights and obligations for your deposit account relationship with us. Please retain this agreement (and all changes to this agreement) for future reference.

We have banking centers in many states. This agreement describes our deposit accounts and some related services that are available at our banking centers in the state or states listed in the *Schedule of Fees* for your account. Some accounts and services described in this publication may not be available at all of our banking centers. We may discontinue any account or service at any time without notice.

Throughout this agreement, the words "you," "your," and "yours" refer to each account owner. "Bank of America," "we," "us" and "our" refer to Bank of America, N.A. "Banking center" refers to a branch of Bank of America. Other agreements may apply to other services you obtain from us.

Binding Contract

This *Deposit Agreement and Disclosures*, the applicable *Schedule of Fees* and the signature card or other account opening documents for your account are part of the binding contract between you and us (the "Agreement") for your deposit relationship with us. When you open or keep open a deposit account with us, you agree to the terms and conditions described in this Agreement. Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us.

We provide a copy of this Agreement to you when you open your account. You may obtain the current version of this Agreement at our banking centers or by calling the number for Customer Service on your statement.

Changes to Agreement

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of an adverse change. (See *Notices in the Statements and Notices* section.) If a change is not adverse to you, however, we may make the change at any time without advance notice. If you do not agree with the change, you may close your account. However, if you continue to use your account

Fees

A schedule of some fees associated with our personal deposit accounts is provided in the *Personal Schedule of Fees*. A schedule of some fees associated with some of our business deposit accounts for small business customers is provided in the *Business Schedule of Fees*. The schedule that applies to your account is part of the binding contract between you and us. You agree to pay for our services in accordance with the fees that we tell you apply to your account.

The fees for many of our products and services may vary from state to state or between regions within a state. The fees for your account are based on the state or region where we open or, if we transfer your account to another location, where we currently maintain your account. Fees are not determined by your state of residence.

Your account fees and terms may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us. We send you a notice if your account fees or terms vary from the information described in this Agreement.

From time to time we may list fees for some non-account services (such as wire transfers, cashiers checks, travelers checks, bond redemption and so on) in the *Schedule of Fees*. These fees may vary from state to state. The fees you pay for non-account services will be those charged by us in the state where you purchase the service. We may change these non-account fees at any time without notice. You can get current information about non-account services and the fees that apply to them at any banking center or by calling the number for Customer Service on your statement.

FDIC Assessments

For some business accounts we may charge a Federal Deposit Insurance Corporation ("FDIC") assessment based on the rate the FDIC charges us. The FDIC assessment may include deposit insurance charges, financing corporation (FICO) bond interest and other charges provided by law. This charge is variable. We may change it at any time without notice. Please see the *Schedule of Fees* for your account.

Governing Law

Your and our rights and obligations under this Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or, if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs.

Information About Customers

For our current privacy practices, please see the information on our website at www.bankofamerica.com.

Information You Give Us

When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

All financial institutions are required by law, including the USA PATRIOT Act, to obtain, verify and record information that identifies each customer who opens an account with that financial institution.

Bank of America's Privacy Policy for Consumers

Our privacy policy for consumers is described in our publication, *Privacy Policy for Consumers*. We provide our privacy policy to consumers who open a personal account with us. The privacy policy describes our general policy on handling customer information and describes the situations when we may disclose information, including some examples.

Disclosing Information

This section applies to both business and personal accounts. We may disclose information about your accounts to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information.

From time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts:

- where it is necessary for completing transactions;
- to account information services, such as ClixSystems Inc.;
- to anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or credit bureau;
- in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance;
- in connection with collection of indebtedness or to report losses incurred by us;
- in compliance with any agreement between us and a professional, regulatory or disciplinary body;
- in connection with potential sales of businesses;

for Consumers," for information about the categories of information we may share among the Bank of America family of companies and how you may tell us not to share certain types of information among our family of companies.

Accounts Held by Businesses. We may share information about our experiences with you with Bank of America Corporation and its subsidiaries and affiliated companies ("Bank of America Affiliates") and selected third parties. We may also share information that you have provided to us on applications or that we receive from outside sources among the Bank of America Affiliates. However, individuals may tell us not to share information about them from applications or outside sources compiled for purposes of determining eligibility for credit, insurance or other services by either calling us at 1.888.341.5000 between the hours of 7:00 a.m. and 10:00 p.m. Your local time or by notifying us at www.bankofamerica.com/privacy. Please provide your full name, street address, social security number and telephone number. Please allow 6 to 8 weeks for this election to become fully effective.

Ownership of Accounts

We may determine ownership of accounts from the information in our records. We may rely on information you give us. Changes you ask us to make to your account are not effective until we have had a reasonable time to act on the new information.

Joint Accounts

If more than one person's name appears in the title of an account (without a fiduciary, beneficiary or other designation), the account is a joint account. All persons whose names appear on a joint account are co-owners of the account, regardless of whose money is deposited or who makes the deposits. Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each other co-owner to operate the account without the consent of any other co-owner. This includes authority to: add additional persons as co-owners; deposit funds and withdraw or transfer funds from the account; endorse for deposit to the joint account on behalf of any other co-owner an item payable to another co-owner; instruct us to stop payment on any item drawn on the account by any co-owner; obtain an ATM Card or a Check Card; draw upon any overdraft or other line of credit connected to the account; obtain information about the account, including transactions conducted by other co-owners; pledge the account as security for any debts; and close the account. We may rely on the instructions of any co-owner without liability to any other co-owner.

- to carefully selected service providers who help us meet your needs by assisting us in providing or offering our products or services; and
- as may be required under applicable laws or regulations.

Account Information Services. If we close your account because of your unsatisfactory handling, we generally report to account information services such as ChexSystems, Inc. your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason the account was closed. The account information service may supply this information to others. This may adversely impact your ability to establish an account at any financial institution for up to five years from the date of the report.

Credit Reports and Other Inquiries

We may make any inquiries that we consider appropriate to help us determine if we should open, maintain or close your account. This may include verification of employment and credit reports or other reports from account information services and credit reporting agencies.

If you ask, we will tell you whether we requested a credit report and, if we did request a report, we will tell you the name, address and telephone number of the reporting agency.

Recording and Monitoring Telephone Calls

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

Release of Information

We offer you several convenient, time-saving methods by which you can obtain information on your accounts. We have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, Check Card or other code or access device or who has learned your identifying characteristics such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.

Sharing Information with Affiliates

Accounts Held by Consumers. You agree that we may share information that we have about you and your accounts among the Bank of America family of companies. Please refer to our publication, "Bank of America's Privacy Policy

Each co-owner is jointly and severally liable to us for: all fees and charges assessed against the account; all amounts owed to us on the account, such as overdrafts; and all costs, losses or liabilities related to this Agreement or the account.

All joint accounts are presumed to be joint accounts with the right of survivorship unless the applicable state law does not permit this presumption or we have otherwise agreed with you in writing that the account is owned in another capacity. If the signature card you signed when you opened your account indicates the capacity in which your account is held, we may rely on that designation. **Right of survivorship means that when a co-owner dies, the balance in the account belongs to the surviving co-owner(s), subject to our right to charge the account for any amount the deceased co-owner or a surviving co-owner owes us.** The applicable state law may impose obligations on the surviving co-owner, such as an obligation to pay claims against or expenses of the deceased co-owner's estate. When we are notified of the death of a co-owner, some state laws may require us to notify the applicable tax agency or to hold funds or both.

A joint account is governed by the applicable provisions of the law in the state where we open your account or, if we transfer your account to another location, where we currently maintain your account. You are solely responsible for meeting the requirements for establishing your account as a joint account with right of survivorship.

"Payable on Death" Accounts

You may designate an account to be payable on your death to a designated payable on death ("POD") or in-trust-for ("ITF") payee or payees. Regardless of how it is designated, an account which is payable on your death (or the death of the last surviving co-owner) to one or more named payees is a POD or ITF account. A POD or ITF account may be alternatively described in the account documentation as "payable on death," "POD," "in trust for," "ITF," "as trustee for," "ATF," "transfer on death," "TOD," a "Totten Trust," or otherwise.

During your lifetime a POD or ITF account belongs to you. You may close the account, remove or add a payee, change the account type or account ownership, and withdraw all or part of the account balance. Upon the death of the owner or, if there are co-owners, upon the death of the last surviving co-owner, any sums remaining on deposit belong to the then-surviving (if any) payee(s), subject to our right to charge the account for any amount the deceased owner, co-owner or payee owes us. The applicable state law may also

impose obligations on the surviving payee, such as an obligation to pay claims against or expenses of the deceased owner's or co-owner's estate. A payee will acquire an interest in the account only after the death of all account owners and then only if the payee is alive.

A POD or ITF account is governed by the applicable provisions of the law in the state where we open your account. Some state laws may require you to include certain words in the account title to create a POD or ITF account. You are solely responsible for meeting the requirements for establishing your account as a POD or ITF account. If the applicable requirements are not met, we may treat your account as though the payee or payees have no interest in the account.

Business and Other Nonpersonal Accounts

If the account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that they are fully authorized to execute all documents in their stated capacity; have furnished all documents necessary to demonstrate that authority; and will furnish any other documents in such form as we may request from time to time. We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

Transferring Ownership

Your account is for your use only. Ownership of your account is transferable only on our records. You may not transfer or assign ownership of your account to another party without our written consent. Even if we consent, we may require that you close the account and that the new account holder open a new account in their name. We may refuse to acknowledge or accept attempted pledges or assignments of an account or purported security interests in an account.

Checking and Savings Accounts

Checking and Savings Accounts

We offer a variety of personal and business checking and savings accounts. Personal accounts are described in the *Personal Schedule of Fees*. Business accounts for small business customers are described in the *Business Schedule of Fees*. The *Business Schedule of Fees* does not apply to customers with Commercial accounts.

Eligibility for Interest Checking

Unless a checking account is described in the *Schedule of Fees* as an interest-bearing checking account, it does not earn interest. Under federal regulations, eligibility for interest checking accounts is generally restricted to individuals (including sole proprietors), certain nonprofit organizations, state or local governmental entities, and legal entities where one or more individuals hold the entire beneficial interest in the funds. We may either close or convert an interest-bearing account to a non-interest-bearing account if we believe that the account holder is not eligible to hold an interest-bearing checking account.

Account Conversions

We may either close or convert your account to another type of account when we consider it appropriate or necessary to do so. For example, we may close, revoke privileges, or convert your account to another type of account if we think another type of account would better suit the way you use your account, if you make frequent transactions on a savings account, if your account frequently has debits against uncollected funds, if your account has excessive deposit activity or if you use a personal account for business purposes. If we convert your account, we send you information about your new account.

Transaction Limits for Savings Accounts

This Agreement and federal regulation limit you to six transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:

- Preauthorized transfers from your savings account (including transfers for overdraft protection).
- Telephone transfers from your savings account.
- Telephone transfers include instructions to transfer funds sent to us by facsimile or data transmission.

- Online banking or bill payment service transfers from your savings account.
- Of the six, if checks or debit cards are allowed on your savings account, no more than three checks or point of sale transactions.

Our practice is to monitor the number of limited transactions. If you are counting the number of transactions you make each statement cycle, please note that we count an item on the date we post it to your savings account. This date may be different than the date you authorize, transfer or write the item, which means the item may not be counted until a later statement cycle.

If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your account to another type of account. Your funds may no longer earn interest after we convert your account.

These transaction limits do not apply to withdrawals

from your savings account and transfers to your other Bank of America deposit accounts made at one of our banking centers, by mail or at an ATM.

A fee may apply to some withdrawals or transfers.

Time Deposit Account

A time deposit account is neither transferable nor negotiable.

This account allows you to earn interest on funds you leave on deposit for a specific period of time, called a term. We offer terms that range from seven days up to ten years, depending on the amount you deposit. For most time deposits you may not make an additional deposit to your account except during its grace period. For most time deposits the interest rate is fixed for the term at the time you make your deposit and is based on the rate we offer for the amount and term of your deposit. See the *Schedule of Fees* for your account. You may not make a deposit to your account by wire or automated clearing house (ACH) transfer.

Accounts That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. We reinvest both principal and interest, unless you elected to have your interest disbursed. (See *Disbursing Interest* in this chapter.) The term for this reinvested deposit is the same length as the previous term of your account. For time deposits with a fixed interest rate, the

interest rate on the reinvested deposit is based on the rate we offer on the first day of the new term for the amount and term of the reinvested deposit.

If at any maturity date we no longer offer time deposit accounts of the same term and type, we may reinvest your funds in a new time deposit which we believe offers similar features.

Accounts That Do Not Automatically Renew

Some time deposit accounts do not automatically renew. If your account information states that your time deposit does not automatically renew, then your account does not earn interest after its maturity date.

Redemption

We may redeem an automatically renewable account at the end of the term by sending a notice to you of our intent to redeem prior to the date of such redemption. You may redeem your account during its grace period.

Grace Period Transactions

You may make a deposit, withdrawal or change in the length of the term once during the grace period. The grace period begins on the first day after maturity date. For terms of seven through 27 days, the grace period is one calendar day. For terms of 28 days or more, the grace period is seven calendar days.

The grace period ends on the earlier of the day described above or the day you make a withdrawal or a deposit. If the grace period ends on a weekend or bank holiday, you may make a deposit or withdrawal through the last business day before the grace period ends. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the amount and term of the deposit.

Disbursing Interest

You may choose to reinvest your interest in your account. With this option we reinvest the interest in your account at maturity. Or, you may have us regularly disburse the interest from your account by having us credit the interest to a Bank of America checking or savings account or by having us mail a check for the interest.

Depending on the term of your account, disbursement options include monthly, quarterly, semi-annually, annually on the anniversary date, and at maturity.

Early Withdrawals

You have contracted to keep your funds on deposit for the stated term. At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We

withdraw interest before principal. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

We calculate the penalty based on the term and interest rate in effect on the account on the withdrawal date. The term is the specified period of time you agreed to leave your funds on deposit — not the time remaining on your deposit.

The early withdrawal penalty for terms of less than 90 days is all interest earned on the amount withdrawn, except that if any amount is withdrawn within the first six days after the date of deposit or within six days after a partial withdrawal, the penalty is seven days interest on the amount withdrawn; for terms of 90 days up to 18 months, the penalty is 90 days interest; and for terms of 18 months or longer, the penalty is 180 days interest.

We add to the early withdrawal penalty the amount of any cash bonuses we paid you when you opened or reinvested the account.

We calculate all early withdrawal penalties on the principal amount withdrawn at the current interest rate being paid on the deposit.

Interest on Your Funds

You may obtain current rates by calling us at the number for Customer Service on your statement or by asking a banking center representative.

Interest-Bearing Checking and Savings Accounts

If you have an interest-bearing checking or savings account, your funds earn a variable rate. Your interest rate and annual percentage yield may change. At our discretion, we may change your interest rate and annual percentage yield at any time. We compound and credit interest monthly.

We use the daily-balance method to calculate the interest on your account. The daily rate is $1/365$ — or in a leap year we may use $1/366$ — of the interest rate. For personal accounts and business savings accounts, this method applies a daily rate to the collected balance in the account each day. For most business checking accounts, this method applies a daily rate to the collected balance in the account each day (less an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve). For Public Service Trust Accounts, this method applies a daily rate to the collected balance in the account each day (less an amount that we determine is required to offset service charges).

The rate we pay on some accounts depends on the tier into which the end-of-day balance in your account falls. A tier is a range of account balances. We may change the tiers that apply to an account at any time without notice. Different tiers may apply to different types of accounts. Different rates may apply to different tiers.

When you make a deposit, interest begins to accrue no later than the business day on which we receive credit for non-cash items, such as checks.

Time Deposits

Your funds earn interest during the term of the account. Interest rates vary. Different rates may apply to different amounts or terms. Rates for new deposits may change daily. For terms of 28 days or more, we compound interest monthly.

All time deposits except for Opt-Up™ CDs and Variable Rate IRAs earn interest at a fixed rate. Fixed rate means that the interest rate in effect on the day that we open your time deposit remains fixed throughout the term of your time deposit. For an Opt-Up CD the interest rate in effect on the day that we open your Opt-Up CD remains fixed throughout the term of your Opt-Up CD unless you exercise your one-time option to reset the interest rate. Please see the *Schedule of Fees* for information about this reset option. For the Variable Rate IRA, your funds earn a variable rate. Your interest rate and annual percentage yield may change. At our discretion we may change your interest rate and annual percentage yield at any time.

We use the daily-balance method to calculate the interest on your account. This method applies a daily rate to the ledger balance in the account each day. The daily rate is $1/365$ — or in a leap year we may use $1/366$ — of the interest rate.

We credit interest to your account at maturity or disburse it to you according to the interest disbursement option you select. For terms of 27 days or less, we credit interest at maturity. For terms of 28 days or more, we credit interest monthly.

If you deposit a non-cash item such as a check, interest begins to accrue on the business day the deposit is received. Deposits you give us on a weekend or bank holiday begin to earn interest the next business day.

The annual percentage yield that applies to your time deposit assumes that interest will remain on deposit until maturity. Withdrawals will reduce earnings.

Balance Information

Balance Waivers

With some accounts you can avoid a monthly maintenance fee for each statement cycle during which you maintain the balance or one of the balances listed for your account in the applicable *Schedule of Fees*. Balance requirements generally vary for different types of accounts and may include the following:

- *Ledger balance* is the beginning balance in the account each day.
- *Collected balance* is the ledger balance minus that portion of deposited funds that is not available for withdrawal under the availability schedule we apply to the account. The applicable availability schedule specifies the period of time during which checks and other items in a deposit are not available for withdrawal.
- *Minimum daily balance* is the lowest end-of-day balance in the account during a statement cycle. The end-of-day balance is the amount of funds on deposit in the account after we finish processing that day's transactions.
- *Average daily balance* is the average ledger balance in the account during a statement cycle. We calculate it by adding the end-of-day ledger balances for each day in the statement cycle and dividing by the number of days in the statement cycle.
- *Minimum combined balance* for an account is the lowest beginning-of-day total balance of the minimum daily balances in all linked accounts during a statement cycle.
- *Average combined balance* for an account is calculated by adding the beginning-of-day ledger balance for each linked account for each day in the statement cycle and dividing by the number of days in the statement cycle.

Combined Balances

With some personal and business checking accounts you can designate the checking account as your primary checking account and link other Bank of America accounts to your primary checking account. (Please see the *Schedule of Fees* for your account.) We use the balance in your primary checking account plus certain balances in your linked accounts to calculate a combined balance for each statement cycle for your primary checking account. We waive the monthly maintenance fee on the primary checking account for each statement cycle in which the combined balance meets or exceeds the required

combined balance for the primary checking account. Our *Personal Schedule of Fees* and *Business Schedule of Fees* list the required combined balance for each account to which the service applies.

We may include a balance summary of accounts that are linked for combined balance service on the statement for your primary checking account. You can elect to have account information for your linked personal accounts reported on the statement for your primary personal checking account or you can continue to receive individual statements on each linked account.

Certain restrictions apply regarding account ownership and the number, location and types of accounts that may be linked for combined balance service. These restrictions include the following: For individual accounts, the owner on the primary checking account must be an owner on the linked accounts. For accounts with more than one owner, at least one of the owners on the primary checking account must be an owner on the linked account. Personal accounts and business accounts may not be linked to each other. Analyzed accounts and some fiduciary accounts may not be linked for this service. An account may only be linked to one primary checking account at a time. The time period or day we use for linked accounts to calculate the combined balance may be different than the statement cycle for the primary checking account. Accounts held at banking centers in different states generally may not be linked to each other for combined balances.

Statements and Notices

Our statements and notices are in English. If you have difficulty reading English, please call us at the number for Customer Service on your statement.

Statements

We provide you with a statement when there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You must promptly review all statements we provide to you and any accompanying items and notify us immediately of any dispute, error or other problem.

We mail your statement to you at the address we have in our records for your account unless we have agreed to provide statements to you electronically. You agree to notify us if you change your address. If your statement is received at a banking center, we may mail it to you or destroy it and any accompanying checks and other items. If one or more statements we mail to you are returned to us, we may stop sending statements until a new address is provided to us.

We may destroy statements that are sent to you and returned to us as being undeliverable, along with any accompanying checks and other items. We are not responsible for checks or statements lost while not in our possession.

Statements that are received at a banking center are deemed to be delivered to you at the time that they are received at the banking center.

We provide a single statement. You may generally obtain an additional copy of your statement for a fee.

For all checking accounts and for Money Market

Savings and business savings accounts. We provide you with a monthly statement. Statement cycles generally vary from 28 to 33 days and may end on different days during the month. If you want to know the date your statement cycle ends, call us at the number for Customer Service on your statement.

For analyzed checking accounts, you can elect to receive an additional monthly account analysis statement. This statement includes balance and float information, quantity of services used during the period, fees and charges for these services and the earnings allowance, if any. We give you a brochure that describes this statement and the method for computing your charges and fees.

For Regular Savings and Custom Savings accounts, we provide you with a quarterly statement. However, if you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, we provide a statement for that month.

Combined Statement. With some checking accounts, you may elect to receive a combined statement — a statement that reports activity for the accounts you have linked to your primary checking account. If you choose a combined statement, you receive one statement reflecting activity in your linked deposit accounts, rather than individual statements. This means that each owner of any linked account can review information about all other linked accounts. As examples: If your primary checking account is a joint account and you link an individual account, then each owner of the joint account can review information about the individual account and the owner of the individual account can review information about the joint account. If an owner of one of the linked accounts is an Online Banking customer, that owner can review information about all linked accounts through Online Banking.

You may receive your canceled checks for your primary checking account. All other linked accounts must use our check safeguarding service. Combined statements may not be available in some states. In some states accounts held at banking centers in different states may not be linked for combined statements. Certain other restrictions may apply.

To determine whether accounts can be linked or to link accounts for this service, call us at the number for Customer Service on your statement.

Notices

We inform you of changes affecting your rights and obligations by providing a notice to you. In some cases we may post a notice of a change in our banking offices or on our website. Otherwise, we either mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may include a notice with or on your statement.

If we receive notices at a banking center for you, we may mail them to you or destroy them. If notices we mail to you are returned to us, we may destroy them. If a notice of a change to this Agreement is received at a banking center or returned to us (including a notice sent on or with a statement), you agree that the change contained in the notice is still effective and binding on you. If one or more notices we mail to you are returned to us, we may stop sending notices until a new address is provided to us and you agree that changes covered in these notices are still effective and binding on you.

For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one owner is effective for all.

When Funds Are Available For Withdrawal

Your Ability to Withdraw Funds

Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) and incoming wire transfers available to you on the day we receive the deposit. Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit at a banking center before 2:00 p.m. local time, or such later time as may be posted at that banking center, on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit in a banking center after such time, or on a day when we are not open, we consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some other cases we will not make all of the funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the sixth business day after the day of your deposit. The first \$100 of your deposits, however, will be available no later than the first business day.

If we are not going to make all of the funds from your deposit available by the first business day after the day of your deposit, we generally notify you at the time you make your deposit. We also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we mail you the notice by the next business day after we receive your deposit. We do not mail this notice for deposits referred to in the sections entitled *Government, Official, and Other Special Types of Checks* and *Wire Transfers from Business Accounts* above.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Cash-Withdrawal Limitation

We place certain limitations on withdrawals in cash or by similar means. In general, \$100 of a deposit is available for withdrawal in cash or by similar means no later than the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash or by similar means at or after 5:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash or by similar means on the following business day. Similar means include electronic payment, issuance of a cashier's or teller's check, certification of a check, or other irrevocable commitment to pay, such as a debit card transaction.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days after the account is open.

Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified teller's, traveler's, and federal, state and local government checks are available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 is available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit. Funds from all other check deposits are generally available by the ninth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

Other Provisions of This Agreement

The fact that we make funds available to you does not waive any of our rights under the law or this Agreement. For example, although we made funds from a deposited check available to you and you withdrew the funds, you are still responsible for problems with the deposit. If the check is returned to us unpaid for any reason, we may charge your account for the amount of the check.

Substitute Checks and Your Rights

The following provisions help explain some of your rights under a new federal law commonly referred to as Check 21. This disclosure applies only to accounts held by consumers.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns

interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number listed on your bank statement, or write to us at:

Bank of America
Attn: Research and Adjustments
P.O. Box 31590
Tampa, FL 33631-3590

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check and the date of the check.

Insufficient Funds – Overdrafts

Overdraft and Returned Item Fees

We recommend that you enroll in one of the optional overdraft protection plans described below. This can help you avoid overdraft and returned items on your account. If you enroll, then when you do not have enough available funds in your account to cover a check or other item but have enough available coverage under the overdraft protection plan, we can automatically transfer funds to your account to cover the check or other item. Please note that funds in your account are not available to cover a check or other item if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal.

When you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of our overdraft protection plans and have enough available coverage under the plan, we transfer funds to cover the check or other item. Otherwise, we may either pay it and overdraft your account or we may decline or return an insufficient funds item unpaid and, in either case, we may charge you a fee for each insufficient funds item. Please see the *Schedule of Fees* for your account.

Insufficient funds items include all orders and instructions for the payment, transfer, or withdrawal of funds from your account. As examples, an insufficient funds item includes a check, draft, demand draft, image, substitute check, image replacement document, electronic item (such as an ACH, ATM or point-of-sale instruction to withdraw funds), preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip and in-person payment, transfer or withdrawal instruction.

Whether we return or pay an insufficient funds item depends on a number of factors, including the amount of the item and the past activity in your account. We may, without notice to you and in our sole discretion, either pay it and overdraft your account or we may decline or return an insufficient funds item unpaid. If we overdraft your account, you agree to repay us immediately. We may use deposits you or others make to your account to pay any overdraft you owe us. If we pay insufficient funds items by overdrawing your account on one or more occasions, we are not obligated to continue paying any future insufficient funds items, and we may stop paying your insufficient funds items and return them unpaid without notice to you.

We may establish different processing orders for checks and other items. When you do not have enough available funds to pay all checks and other items on a given day, we may pay one or more checks or other items, and return other checks or other items, in any order we deem appropriate. We may change our processing orders any time without notice to you, even though some processing orders may result in more insufficient funds items and more fees than others. For more information about our processing orders, please see *Check and Item Processing Orders* in the *Processing Transactions—Withdrawals* section.

The fee for each insufficient funds item may vary based on the number of occurrences during the current monthly statement cycle and preceding 12 monthly statement cycles and whether the check or other item is paid or returned. An "occurrence" is a day during which your account has at least one insufficient funds item. Please see the *Schedule of Fees* for your account. If your account is transferred to another banking center or converted to a different type of account, your record of insufficient funds items still applies.

For some business accounts, if your account is overdrafted, we may also charge you interest on the overdraft amount up to the highest rate permitted by law.

Overdraft Protection Plans

In most states and for most accounts, we offer one or more of the following overdraft protection plans to help protect your account from overdrafts and returned items. We recommend that you enroll in one of these optional plans. You may only link one overdraft protection plan to each account. We generally make transfers under the overdraft protection plan in a minimum amount or increments of the minimum amount. This means that a transfer may not be made if you do not have at least the minimum amount available under the plan.

Overdraft Protection from your Credit Card. This service is available if you have an eligible Bank of America credit card. The service links a Bank of America credit card account to a checking account for overdraft protection. You may not link more than one checking account to a credit card account. At least one of the owners of the checking account must also be an owner of the credit card account. Certain other restrictions apply.

When you do not have enough available funds in your checking account to cover a check or other item, we may automatically advance and then transfer funds from your credit card account to your checking account in the amount and under the terms and conditions described in the credit card agreement. We do so as long as you have sufficient credit

Electronic Banking Services

General Information

If we give you an ATM Card, Check Card or other device or code to access your account, you agree to use the card or code only in the manner and for the purposes described in the applicable agreement. If you attempt to use the card or code in any other manner or for any other purpose, we may reject the transaction, or at our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. We may decide not to issue a card or code to any customer, and we may also terminate a card or code at any time without cause or notice.

For information about our ATM Cards and Check Cards, please see the applicable card agreement and disclosure.

Access ID

An Access ID is a numeric code which, when used with a separate PIN number or passcode (plus, in some circumstances, another piece of identifying information called a "verbal verification code"), enables consumer and small business customers to do the following via our automated telephone system or in person at a banking center: obtain information about deposit and credit accounts that are linked to the Access ID; transfer funds and make payments between linked accounts; and obtain other services such as stop payments, check reorders, and copies of checks and statements. You may request an Access ID and related security codes through Telephone Customer Service or at any banking center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, combined with additional security codes, may be required to obtain account information and transact other business.

Two activity levels are available for most accounts linked to your Access ID:

- (1) **Inquiry:** Allows you to obtain current account balances and recent transaction information.
- (2) **Financial:** Allows you to obtain account information, transfer funds among accounts linked to the Access ID, and obtain certain other banking services.

When you first choose your Access ID, and when you subsequently open any new accounts, we will link all your Bank of America accounts that are eligible, and assign the financial activity level to all accounts for which that activity level is available, unless you tell us otherwise. We may establish certain limits on the accounts that can be linked to your Access ID and that can have the financial activity level.

available and as long as you are not in default under your credit card agreement. The funds transferred may be subject to fees and finance charges under your credit card agreement. For some business accounts, we may charge an overdraft protection transfer fee to your checking account for each transfer.

Overdraft Protection from your Savings Account. This service is available if you have a Bank of America savings account. In most states the savings account must be located at a banking center in the same state as the banking center where we maintain your checking account. At least one of the owner(s) of the checking account must also be an owner of the savings account. Certain other restrictions apply.

When you do not have enough available funds in your checking account to cover a check or other item, we may automatically transfer funds from the available balance in your savings account to your checking account. Each transfer counts as one of the six limited transactions you are allowed each month from your savings account. Funds you deposit into your savings account may not be available immediately for overdraft protection. We may cancel this overdraft protection plan if you close your savings or checking account. Under this plan we may charge an overdraft protection transfer fee to your checking account for each transfer.

Overdraft Protection from your Line of Credit

This service is available if you have an eligible Bank of America line of credit. This service links your line of credit to your checking account. At least one of the owner(s) of the checking account must also be an owner of the line of credit. Certain other restrictions apply.

When you do not have enough available funds in your checking account to cover a check or other item, we may automatically advance and then transfer funds from your line of credit to your checking account in the amount and under the terms and conditions described in the line of credit agreement. We do so as long as you are not in default under your line of credit agreement. The funds transferred normally may not exceed the amount of available credit on your line of credit and may be subject to fees and finance charges under your line of credit agreement. Under this plan we may charge an overdraft protection transfer fee to your checking account for each transfer.

If you permit another person to use your Access ID or account number(s) and related code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is no longer authorized so that we may block the codes and issue new ones.

You must review your periodic statements and promptly report to us any unauthorized funds transfers initiated through the use of your security codes or otherwise. You must also promptly notify us of any suspected loss or theft of your security codes. Failure to take these actions may affect the extent of your liability for any unauthorized transfers under federal banking regulations or other applicable laws.

Small Business Access IDs. If you are a small business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Access ID and related security codes for each person who you determine needs access to your accounts. Your authorization (whether express or implied) for one individual to establish an Access ID shall constitute your authorization for the bank to provide account information to such individual and (unless inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person's request. Such authorization supersedes any resolution, signature card or other document filed with the bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Access ID authorization is expressly modified or revoked.

Online Banking and Bill Payment Services

You may use your computer to obtain account information and make certain transfers and to pay bills. When you subscribe to these services, we provide you with an agreement and disclosures for the service and link your eligible accounts.

Electronic Banking Disclosures

The following provisions apply only to accounts established primarily for personal, family, or household purposes. They generally apply to fund transfers, deposits, cash withdrawals and purchases made with any ATM Card, Check Card, Access ID, or other device or code which accesses a consumer account, and to direct deposits and some types of preauthorized and telephone-initiated transfers involving consumer accounts (including a transaction you may initiate by check but which a merchant converts to an electronic transfer.) They do not apply to debits which the bank is authorized to make from your account for service charges and other fees, to preauthorized automatic transfers you have instructed the bank

to make to another of your (or a family member's) Bank of America accounts or toward payment of a Bank of America loan, and to certain other types of consumer transactions which are excluded from Regulation E of the U.S. Federal Reserve Board.

Types of Transfers.

Account Access. The types of transfers that you may make with your ATM Card or Check Card or using our Online Banking service are described in our agreements for those services. You may authorize someone to make direct deposits to your account.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

Consumer's Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Bank of America ATM Card, Check Card or similar card or your Access ID, Personal Identification Number (PIN) or similar code has been lost, stolen or learned by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Your losses could include all of the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account or any advances on a credit line.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Remember, do not write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

Note: These liability rules are established by Regulation E. Our liability policy regarding unauthorized transactions on personal accounts that involve a personal Bank of America Check Card or ATM Card may give you more protection, provided you report the transactions promptly. Please see the agreement and disclosure you receive with your ATM or Check Card. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection. For example, in Massachusetts, the 2 and 60 day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

Telephone Number and Address to be Notified in Event of Unauthorized Transfer and Lost or Stolen Bank of America ATM Cards and Check Cards or Access Codes. If you believe your card is lost or stolen, your access code has been learned by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone: 1.800.432.1000
Write to:
 Bank of America
 P.O. Box 53137
 #7405
 Phoenix, AZ 85072-3137

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business Days. For purposes of these electronic banking disclosures, our business days are Monday through Friday. Holidays are not included.

Documentation of Transfers.

ATM Transfers. You can get a receipt at the time you make any transfer to or from your account using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will control.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.432.1000 to find out whether or not the deposit has been made.

Periodic Statements. We send you a monthly account statement (unless there are no transfers in a particular month). In any case, we send you a statement at least quarterly.

Preauthorized Payments.

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account or you have authorized someone to debit your account through the ACH system, you can stop any of these payments. Here's how: Call us at 1.800.432.1000 or write to us at Bank of America Customer Service, P.O. Box 25118, Tampa, FL 33622. You must notify us in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. You must tell us the exact amount of the payment you have stopped, as well as other identifying information which we will request. We may charge you a fee for each stop payment order you give. See *Stop Payment Orders and Pending Orders* in the *Additional Terms and Services* section for more information about ACH Stop Payment Orders. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment. If you order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us the information we requested, including the exact amount of the payment, we will be liable if we fail to stop the payment for your damages directly caused by our failure to stop the payment.

Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If an account becomes dormant, in which case we may terminate card or code access to that account.
- If your card or code has been revoked due to inactivity or at our discretion.

There may be other exceptions stated in our agreement with you or permitted by law.

Confidentiality - Account Information Disclosure. We will disclose information to third parties about your account or transfers you make as stated in the Information about Customers section near the front of this Agreement.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Error Resolution Procedure. In case of errors or questions about your electronic transfers, call us at 1.800.432.1000 or write us at Bank of America, P.O. Box 53137, #7405, Phoenix, AZ 85072-3137.

Call or write as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.
 (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.
 If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If the alleged error involves a transfer resulting from a point-of-sale transaction, or a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation.

If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

NOTICE: As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Additional Information for Massachusetts customers:

- The time limits referenced in the *Error Resolution Procedure* section above are measured in calendar days – not business days, and the longer time periods to investigate claims for point-of-sale transactions and new customers do not apply.
- Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

ATM Safety Tips

The suggestions that follow offer some helpful hints on exercising care when using an ATM. Please review them.

Your ATM Card and Personal Identification Number (PIN)

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. Never give your number to anyone and you should never write your number anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately notify your bank.

Using an ATM

- Bank of America ATMs may be monitored by surveillance cameras, which record activity in the area of the ATM.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- After completing your transaction, secure your card and cash immediately, before exiting the ATM area. Count it later in the safety of your locked car or home.
- Shield the keypad with your hand or body while entering your PIN. Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.
- If you use a drive-up ATM, be sure passenger windows are rolled up and your doors are locked.
- Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
- If you notice anything suspicious or that you deem unsafe, such as the lighting around the ATM is not working, use another ATM or return later.
- Report all crimes immediately to law enforcement officials and your local banking centers.
- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7511.

Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E of the U.S. Federal Reserve Board. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general: A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to us to transfer funds. The beneficiary is the person or business who receives the payment.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. For current fees, call us at the number for Customer Service on your statement or ask a banking center representative.

Fedwire

Fedwire is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board.

Sending Funds Transfers

You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This *Sending Funds Transfers* section applies to wire transfers and transfers we make between Bank of America accounts. It does not apply to automated clearing house (ACH) system funds transfer services. You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

Cutoff Times for Payment Orders. We have cutoff times for processing payment orders. Cutoff times vary depending on the particular office of our bank and the type of

payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We tell you our cutoff times upon request.

Amending or Canceling Payment Orders. You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Inconsistency of Name or Number. The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

Sending Payment Orders. We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

Notice of Rejection. We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day.

We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

Errors or Questions About Your Payment Orders. We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

Calculations. If we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows. With an ana-

lyzed checking account, we credit the account to reflect the applicable value date or otherwise adjust the account under our account analysis procedure, to recalculate earnings credits for the period involved. With a non-analyzed, non-interest-bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor. With a non-analyzed, interest-bearing account, we use the rate applicable to the account. If we have a separate agreement with you specifying a different calculation method, we use that method instead.

Receiving Funds Transfers

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between Bank of America accounts.

ACH Provisional Payment Rule. Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules.

If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

Notice of Funds Transfer. We notify you that we have received funds transfers by listing them on your account statement. We send statements by mail. If you use one of our information reporting services, you may receive notice through that service.

We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

We are not obligated to pay you interest for the period before you receive notice.

If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for Customer Service on your statement.

Posting Your Customers' Payments. We credit to your account electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

ACH Debits and Credits

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

You should be careful about giving someone your account number to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

For information about stopping payment of an ACH transaction, see *Stop Payment Orders and Postdating Orders* in the *Additional Terms and Services* section.

Protecting Your Account

Your role is extremely important in the prevention of wrongful use of your account. If you find that your records and ours disagree or if you suspect any problem or unauthorized activity on your account (such as a missing deposit or a forged or altered check or other withdrawal order), call us immediately at the number for Customer Service on your statement. If you fail to notify us in a timely manner, your rights may be limited. We may require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us.

Cellular or Cordless Telephones

To help safeguard against potential unauthorized use of your account, you should not use cellular or cordless telephones to conduct your transactions with us. Confidential account information can be intercepted over the airwaves without your knowledge or authorization.

Change of Address

You must notify us if you change your address. If we receive notice from the United States Post Office or one of its agents that your address has changed, we may change your address on our records to the address specified by the Post Office and we may send statements and notices regarding your account to that new address.

Fingerprint

If a person to whom you gave your check asks us to cash the check, we may require them to place their fingerprint on the check. If they refuse to provide their fingerprint, we may refuse to cash the check. We have no liability to you for refusing to cash the check.

Examining Statements and Reporting Problems

This section applies to any problem or unauthorized transaction on your account, except electronic transactions that are subject to Regulation E.

You agree to promptly and carefully review your account statement and any accompanying items. You must report problems or unauthorized transactions to us immediately, by calling the number for Customer Service on your statement. We may require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us.

Problems or unauthorized transactions include: suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. You agree that 60 days after we send a statement and items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. In addition, if you do not notify us in writing of suspected problems or unauthorized transactions within 60 days after we send your statement or items, or otherwise make them available, you agree that you cannot make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account. (For substitute checks, you must notify us within 40 days to qualify for an expedited credit. See section titled *Substitute Checks and Your Rights*.) In addition, if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction, we are not liable to you for subsequent unauthorized transactions on your account by the same person. You may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account unless you have given us the notice described above.

If there are any unauthorized transactions on your account (such as missing, stolen, or unauthorized checks), we

recommend that you close your current account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages on the account due to forgery, fraud or other unauthorized use. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You agree to provide us with an affidavit containing the information we require concerning the transaction. We may deny your claim if you fail to provide us with any affidavit we require. You also agree to assist us in identifying and prosecuting the suspected wrongdoer(s).

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account. Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you.

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Helping to Prevent Fraud

To help you protect your account, you should consider using some or all of the following preventive measures: reconciling your statements as you receive them, watching for out-of-sequence checks and checks made payable to cash, and reviewing your transaction activity for unexpected fluctuations. Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks. When you write checks, you agree to use a dark col-

ored permanent ink, make sure the written and numeric amounts match and are readable, and make sure there are no blanks or open spaces in the places where words or numbers are to be inserted.

You should be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.

You should never leave unused checks out in the open or in an easily accessible location. Checks can be stolen and misused, so it is important for you to keep your check stock secure and in a safe place and to audit your check stock frequently. When discarding checks, ensure they are properly destroyed by shredding or other means so that they cannot be copied or used. If unused checks disappear, either individually or on a pad at a time, call us immediately at the number for Customer Service on your statement. These same precautions apply to endorsement and signature stamps. We may deny a claim due to forged, altered or unauthorized checks if you do not take reasonable measures to guard against improper access to your checks or endorsement or signature stamps.

These are suggestions of some measures you may take to help prevent fraud on your account. The suggestions are by no means a complete list of preventive measures you may take; other or additional actions may be appropriate for your particular circumstances, including closing your account and opening a new account that has not been compromised.

Processing Transactions - Deposits and Cashed Items

Transactions that you perform are not effective until we process them at the processing center for the banking center where we opened your account.

Cashing Items or Accepting Items for Deposit

We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit. If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.

We may refuse to accept for collection only, or return all or part of any deposit. We may refuse to accept for deposit to your account items payable to another person. In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the

Collection Items

We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collections separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We charge fees for processing collection items. These fees apply even if the collection item is returned unpaid. For current fees, call us at the number for Customer Service on your statement, or ask a banking center representative.

The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive. These fees may apply even if the collection item is returned unpaid.

Client-Encoded Deposits

If you are a business client, you may want to encode the MICR line of an item you deposit with us. We permit this under certain circumstances, and we provide you with instructions (which you agree to follow) for preparing and encoding your deposits.

You must provide us with a replacement or a copy of each original check if the deposit is lost or destroyed. We are not liable to you if you are unable to do so.

If our equipment is unable to read what we consider to be a significant number of your encoded items, we may charge you additional fees. If we do charge you more, we send you a notice. If you make an encoding mistake that results in costs or losses to us, you agree to reimburse us (and we may charge your account) for our claims, costs, losses and damages, including attorneys' fees. We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer.

Endorsing Checks

We may accept for deposit checks payable to any signer on your account when endorsed by any other signer. We may endorse checks for you that we receive for deposit.

We restrict both how you endorse checks that you ask us to cash or deposit and what you may place or have preprinted on the back of checks. If you place or imprint information on the back of the check, it may overlap into the area reserved for the bank's endorsements. If it becomes necessary for us to return one of your checks, the material placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with our or another bank's endorsement.

You must endorse checks in the area that extends 1½ inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our bank's endorsement, you are liable for checks that are returned late and unpaid.

Foreign Instruments

The processing and collection of foreign instruments are not subject to United States laws or regulations. We may refuse to accept for deposit or collection a check, draft or other item that is payable in a currency other than U.S. dollars or that is drawn on a bank or a branch of a bank located outside of the United States (a "foreign instrument"). If we accept a foreign instrument for deposit or collection, you bear all the risks associated with the collection process and foreign currency fluctuation (exchange rate risk). A foreign instrument may be returned unpaid much later (sometimes several months after we process the foreign instrument) than instruments that are drawn on banks located in the United States. You bear all the risks of a late return. We may decide not to credit a foreign instrument to your account until we receive the proceeds in cleared funds from the paying bank. If we do provide credit, such credit is provisional and we may reverse the credit at any time if the foreign instrument is returned unpaid or is initially paid but then subsequently returned for fraud. You agree that we may use the then current exchange rate and we may charge your account for the full value of the foreign instrument, including any applicable fees, which may result in a loss to you.

If you deposit an item which is later determined to be a foreign instrument, it may or may not need to be sent for collection. If we determine the instrument needs to be sent for

You may deliver deposits to us through various methods including our banking centers, ATMs, night depositories and Automated Banking Centers (ABCs). We use the method and time of delivery to determine when you receive credit for the deposit and for some accounts any applicable deposit fees. If we credit your account for the amount shown on the deposit slip, the credit is subject to subsequent verification by us and our determination of the amount of your deposit is final and binding as long as we follow our customary practices.

You agree to prepare your deposit in accordance with our instructions which may include the use of an approved deposit bag or envelope and deposit ticket, if required. You authorize us to open the deposit bag or envelope in your absence and credit the contents to your account. We may treat the contents of the deposit bag or envelope as not accepted by us for deposit until we have verified the contents. If your deposit includes items that we do not accept for deposit, we may hold those items until claimed by you. If you make your deposit through a mechanical or automated depository such as an ATM or night depository, you agree to exercise due care in opening, closing and properly securing the depository.

Deposit Error Correction

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account. We report adjustments on your account statement. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

exercise of due care, including care in selecting collecting banks. We are not responsible for errors and delays made by others in the collection process. If we have given you credit for an item and it is not paid for any reason, we may revoke the credit and charge the amount of the item back to your account, even if this causes your account to be overdrawn.

When you send us deposits by mail, or place deposits in our lobby deposit box or other depositories, we may treat them as received at the time we receive actual delivery of deposits sent by mail or when we remove the deposits from our depositories.

If we accept a cash deposit in unusual denominations, such as a large number of loose coins, we may assess a charge for processing the deposit.

If you use a blank deposit slip from one of our banking centers, rather than your personalized deposit slip, you agree that we will not be liable for errors that may result from your or our hand encoding the account information.

You agree that you will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

Cashier's Checks. If we cash, or accept for deposit, a money order, cashier's check or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you.

Foreign Items. You should be cautious about accepting international or foreign items. These are items that were originally issued, or are drawn on banks located outside of the United States. If we accept such items for deposit to your account or cash them, you are responsible for these items if there is a subsequent problem with them. Such items may be returned unpaid at a much later date because processing of foreign items is not subject to U.S. laws or regulations. If an item is returned to us unpaid for any reason, we may charge your account for the amount of the item, even if we previously made the funds available to you. If the item is payable in currency other than U.S. dollars, you may incur a currency exchange loss. See *Foreign Instruments and Currency Exchange Rates*.

Processing Transactions - Withdrawals

Transactions that you perform are not effective until we process them at the processing center for the banking center where we opened your account.

Check Cashing

If a person wants to cash your check in one of our banking centers, we may require identification satisfactory to us and we may charge them a fee for cashing the check. We may also impose additional requirements, such as requiring their fingerprint or limiting the locations where we will pay the check in cash. If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check, charging a check cashing fee.

Some of our banking centers do not have tellers. Checks can not be cashed at these banking centers.

We may cash checks payable to any signer on your account when endorsed by any other signer.

We are usually happy to cash checks for you. However, there may be times when we refuse to cash a check written to you because cashing checks drawn on accounts at our other banking centers or at other banks can present problems similar to using uncollected funds from deposited checks. If we do cash such a check and it is returned to us unpaid for any reason, at any time, we may deduct the amount of the check from your account and we may charge you a fee.

If you ask us to cash a check or other item for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us.

Check Legends

Some customers order checks printed with legends, or notations, such as "not valid after 60 days" or "not valid over \$1,000." We may also receive checks on which conditions or other notations are written. We may disregard these instructions and pay the item even if the condition or other notation has not been met. We are not liable to you for any claims, costs, losses or damages that result from the placement of these restrictions or other notations on your checks, or from our disregarding them.

Check and Item Processing Orders

We may accept, pay, certify, or charge to the appropriate account checks and other items in any order we choose. An

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraft your account and charge an overdraft fee. We are not liable to you if there are insufficient funds to pay your items because we withdraw funds from your account or in any way restrict your access to funds due to a hold or debit to your account in connection with a returned item. You agree to immediately repay an overdraft caused by a return of a cashed or deposited item.

In some cases the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, or an image replacement document ("IRD"), instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

If we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we generally send you a notice. We do not send a notice about returned checks of less than \$2,500.

Substitute Checks

You agree that you will not deposit "substitute checks" as defined by federal law or Image Replacement Documents ("IRD") that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you give us the same warranties and indemnities that we, as a reconverting bank would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all claims, losses, costs and damages we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

Third-Party Endorsements

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement either through an endorsement guarantee or personal identification.

slip representing the check, we may charge your account for the amount of the check.

A lost check may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

Overpayments and Reversals

If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account. If there are not enough funds in your account, we may overdraft your account and charge an overdraft fee. If the funds were transferred from your account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

Returned Items

This section applies to items that you deposit or that we cash for you and includes items drawn on us as well as items drawn on other financial institutions. If a cashed or deposited item is returned to us at any time for any reason, including for any breach of warranty claim, or according to any law, regulation or rule (including a clearinghouse rule), by the bank on which it is drawn or any collecting bank, we may accept that return and charge the item back against your account without regard to whether the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearinghouse rule. We may debit your account for any interest you may have provisionally earned on the item. We may charge you a fee for each returned item. Different fees may apply to domestic and foreign items. We may debit your account for a returned item, or an including an indemnified copy of the original item, or an image replacement document ("IRD"), at any time on or after the day it is returned to us by electronic, automated clearinghouse ("ACH") or other means or on the day we receive notice that the item is being returned to us - whichever is earlier. We are not liable for any action or inaction to recover payment of a returned item. If one of your cashed or deposited items has been paid by the financial institution on which it is drawn and is later returned to us with a claim that there is a breach of warranty (for example, it bears a forged or missing endorsement or is altered in any way), that the item is counterfeit, bears an unauthorized signature, contains an encoding error or should not have been paid for any other reason, we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party.

collection, we may reverse any provisional credit given for the item at our then current exchange rate and mail the foreign instrument to you at the address we have for your account statement. You may then ask us to send the instrument for collection.

You understand that foreign instruments sent for collection are sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit. We may send the foreign instruments directly or through a correspondent to any bank, including the payor. We may deduct both our fees and the charges assessed by the payor bank and any agents involved in the collection process from the amount collected or from your account. If the collection is returned unpaid, we may mail the foreign instrument to you at the address we have for your account statement. We may also charge your account for the item at our then current exchange rate and for a collection fee together with other charges assessed by the payor bank. You should note that a foreign instrument which has been sent for collection and paid may be returned later (sometimes months later) for fraud, and that we may debit your account at our then current exchange rate including fees assessed by the foreign bank for any instrument returned for fraud.

If you request, we will try to determine the status of a collection. You agree to pay charges incurred for such a request. We may refuse your request if less than 30 business days have passed since we first processed the collection.

Identifying the Account

You must correctly identify the account to which you want funds deposited. You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made. We may credit an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

Lost Checks

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. If a check is lost during the collection process, we may charge your account for the amount of the check. If the financial institution on which the check is drawn gives us a photocopy of the check or a debit

Check Stock and Ink

Checks you write may be converted into electronic images (truncated) during the check collection and return process. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation, or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

You should not preprint your driver's license number or social security number on your checks.

Converting Checks to Electronic Debits

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check). An electronic debit for the transaction amount is then sent to us. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us for processing, we do not have a copy of your check. These electronic debits are listed on your account statement. If the business uses a blank check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit should give you notice of the conversion and destroy the original check.

Examining Checks

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Like most other banks, we select some checks for review on the basis of certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of

"Freezing" Your Account

As a part of our loss prevention program, when we suspect that irregular, unauthorized, or unlawful activities may be involved with your account, we may "freeze" (or place a hold on) the balance in your account and in other accounts you maintain with us, without any liability to you, pending an investigation of such suspected activities. If we freeze your account, we give any notice required by the laws governing your account.

Items Resulting from Voluntary Disclosure

If you voluntarily disclose your account number to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, that results from your disclosure. We may pay these items and charge your account.

Large Cash Withdrawals

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a banking center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

Multiple Signatures

We may transfer funds between your accounts, transfer your account to another banking center, and take other action on the oral or written instructions of any signer. We may require written authorization for some actions. We do not offer accounts on which two or more signatures are required for a withdrawal. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items which we have identified according to certain minimum criteria which we may establish for inspection. Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other paper items which are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that these payments are authorized by you, we may return the checks or other paper items unpaid without any liability by us to you.

Facsimile Signature

A facsimile signature can be a convenient method for signing or endorsing documents and other items. If you use a facsimile signature, you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized. You are responsible even if the size, or color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

Foreign Currency

You may not write checks or other withdrawal orders on your account, which order payment in a foreign currency.

"item" includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, point-of-sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds, and an image or photocopy of any of the foregoing.

We may establish different processing orders for checks and other items. We may establish categories for checks and other items. A category may include more than one type of item. We may establish a processing priority for each category. For example, we may treat ATM withdrawals and loan payments as one category and checks as another category and then process ATM withdrawals and loan payments before checks. Within each category, we may process checks and other items in any order we choose. We may in our sole discretion change our priorities, categories, or orders at any time without notice to you. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day and process them in any order we choose. We do not process transactions in the order in which they occurred.

When you do not have enough available funds in your account to cover all of the checks and other items presented that day, some processing orders may result in more insufficient funds items and more fees than others. We may choose our processing orders in our sole discretion and without notice to you, regardless of whether additional fees may result.

We currently process checks and other items according to certain categories and priorities. Within each, we process checks and other items in most states from the highest to lowest dollar amount. If there are not enough available funds to cover all of the checks and other items processed on any given day, these categories, priorities and high-to-low processing orders may result in more insufficient funds items and more fees than may have resulted if we had used another processing order.

Collection Items

When another financial institution submits to us for collection an item drawn on your account, we may charge the other financial institution a fee. When you do not have enough funds in your account for us to process a collection item drawn on your account, we may charge you an overdraft or returned item fee.

Paying Checks and Other Items

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution — whichever is earlier. If you do not have sufficient available funds to cover the item, we decide whether to return it or to pay it and overdraft your account.

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

When you deposit checks or other items that are drawn on another account with us, we may treat such items as presented to us for payment on the business day that they are received by our office that processes checks drawn on the other account.

Returned Items

If we decide not to pay a check or other item drawn on your account, we may return the original or a copy of the item or we may send an electronic notice of return and keep either the original or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

Sample Signature

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears. If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

Stale-Dated and Postdated Checks

If a stale-dated check — that is, a check dated more than six months in the past — is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check — a check dated in the future

— is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it. See the *Stop Payment Orders and Postdating Orders* section.

Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check, instead of the original item. We may act upon presentation of an IRD, indemnified copy, substitute check, or image of your check and pay these items against your account, just as if the original item had been presented.

Unpaid Items

If we decide not to pay a check or other item drawn on your account, we may return the original or a copy of the item or we may send an electronic notice of return and keep either the original or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

Additional Terms and Services

This chapter contains additional terms that apply to your deposit account and describes some other services we offer for use with your account.

Automatic Transfer Service

With this service, you may have funds transferred automatically from most Bank of America checking or savings accounts to another Bank of America checking or savings account or to pay a Bank of America loan or credit card account or safe deposit rental fee.

Federal regulation places limits on the number of automated transfers you may make from savings accounts. We may also limit the frequency and number of automatic transfers that can be made from an account each month. Certain other restrictions apply.

In most cases, we make transfers periodically on the days and for the amounts that you specify. For Bank of America loan payments, however, transfers must be made on the due date each month. A scheduled transfer that falls on a weekend or bank holiday is made the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

Business Days

Our business days are Monday through Friday, excluding bank holidays. We may switch from one business day to the next business day before the end of the calendar day. Hours of the business day for any given banking center are available at the banking center.

Check and Deposit Slip Forms

We offer checks, withdrawal forms and deposit slips in a number of styles and at various prices. We recommend that you use checks and other forms that we provide.

Unless we have approved them in advance, we may refuse to accept checks or other forms that you create or someone else provides. If you use checks or other forms that do not meet our specifications at any time, you are liable for all claims, costs, losses and damages that may result — for example, if our equipment is unable to read or process the non-standard checks. You may obtain a copy of our check printing specifications by calling the telephone number on your statement or asking your account representative. The specifications include the magnetically encoded numbers, the

size of the check and the weight, color and type of paper. If you create or obtain checks or other forms from someone else and we cannot process some or all of them through our automated check processing systems, we may refuse to accept them and we may charge you a fee for each check or other item.

You must also confine information that you place or have preprinted on the back of your checks to the area that extends 1½ inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If you issue checks on your account that have a carbon band, or if you imprint information on the back of the check, it may overlap into the area reserved for the banks' endorsements and may cause delays in returning the item. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with the depository or another bank's endorsement.

You are responsible for verifying the accuracy of all information on your checks and other forms. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us.

Check Copies

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. The copies are available to you and are typically kept on microfilm or as a digital image. In the rare instance where a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. After seven years, we may destroy the copies.

Requesting Copies. You may request a copy of a canceled check by calling us at the number for Customer Service on your statement. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. In some states, we may charge you a fee for check copies. For some accounts you receive a monthly allowance. Please see the *Schedule of Fees* for your account.

To produce a copy, we need: account number, check number, exact amount of the check, and date the check was paid. This information is on your statement. Some checks that you write may be converted to electronic debits. In this case the check is not sent to us for processing so we do not have a copy. These electronic debits are listed on your account statement.

Check Enclosure Service

With this service, we return with your statement your canceled checks that we receive and post to your account during the statement cycle. We may also provide you with images of your cancelled checks. Some checks that you write may be converted into images or electronic debits during the check collection and return process. If this happens, your check is not sent to us and, as a result, we cannot return the check to you. In some cases we may receive a substitute check (also called an image replacement document) instead of your check. We do not return substitute checks with your statement.

Check Image Service

With this service, we provide with your statement an image of the front of each of your canceled checks that we post to your account during the statement cycle. We print images of your checks up to 10 images on a page. We do not return your canceled checks. We store copies of your canceled checks (usually on microfilm or as a digital image) and then destroy the checks. Copies of checks are generally available for seven years from the date the checks are paid. See *Check Copies* above. In some states and for some business accounts we provide an image of the front and back of your canceled checks. When you use this service, checks are deemed made available to you at the same time your statement is made available.

Check Safekeeping Service

With this service, you do not receive your canceled checks with your account statement. Instead, we report on your statement information about your canceled checks (check number, amount and date posted) that posted to your account during the statement cycle. We store copies of your canceled checks (usually on microfilm or digital image) and destroy the checks. Copies of the checks are generally available for seven years from the date the checks are paid. See *Check Copies* above. When you use this service checks are deemed to be made available to you at the same time your statement is made available.

If you have a combined statement, you may usually have your checks returned on your primary checking account. All accounts linked to your primary account and included on the combined statement automatically receive check safekeeping service.

If your statements are returned to us, you automatically receive check safekeeping service. If you usually receive your checks with your statement but we are unable to return them because of circumstances beyond our reasonable control, we may convert your account to check safekeeping service for the period that the circumstances persist.

Cutoff Time for Receipt of Orders

Our cutoff time for receipt at a banking center of a stop payment order or postdating order, restraining order, writ of attachment or execution, levy, garnishment or similar order relating to your account is 10:00 a.m. local time or, if later, one hour after the banking center opens each business day.

The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

For example, if you give us a stop payment order after our cutoff time and the item you want to stop was previously presented for payment or otherwise before we have the opportunity to act on your order, your order comes too late to stop payment on the item. Or, if we receive a levy before the cutoff time and you do not have enough funds in your account to cover both the levy and all items presented against your account the previous business day, we may return one or more items and apply the funds to the levy.

Death or Incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. We may place a hold on your account and refuse to accept deposits or permit withdrawals when an owner dies or is declared incompetent. We may hold any funds in your account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

Indemnification and Limitation of Liability

You agree to reimburse us for all claims, costs, losses and damages (including fees paid for collection) we may incur with respect to overdrafts or returned deposits in connection with your account.

We are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account.

Circumstances beyond our reasonable control include: a natural disaster, such as a tornado, hurricane, earthquake or flood; emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities; any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Legal Process

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, or by other means, at locations other than the banking center or office at which the account, property or records are held or if served in a state other than the state where the account, property or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account. You direct us not to contest the legal process.

We will hold and turn over funds or other property to the court or creditor as directed by the legal process. We do not pay interest on the funds during the period we hold them. If we use funds from a time deposit account, we may impose an early withdrawal penalty.

We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, that we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account.

We are not liable to you for not paying items because we have held or withdrawn funds from your account or in any way restricted your access to funds because of a legal process.

If we receive a subpoena or other legal process for information about your account, which we believe requires our compliance, we may release the information. If the legal

of deductions or charges that are not setoffs, the Agreement allows us to deduct fees from your account and to deduct overdrafts from deposits to your account and, if a check that we accepted for deposit to your account is returned to us unpaid, the Agreement allows us to charge your account for the amount of the check.

The law imposes some conditions or limits on our ability to take or setoff funds from your accounts with us or our affiliates and from accounts you may own with others. To the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in your accounts (and accounts you own with others) with us or with our affiliates to amounts you owe us. The following paragraphs are examples of situations where we may take or setoff funds from those accounts.

We may recover amounts you owe us from any account you maintain with us or with our affiliates without notice to you, except that this provision does not apply to any consumer credit covered by the federal Truth in Lending law. If you are a sole proprietor, we may charge any of your personal or business accounts. If your business is a partnership, we may also charge the personal accounts of any general partner.

We may use funds held in joint accounts to repay the debts on which any one of you is liable, whether jointly with another or individually. We may charge any such debt against your account at any time, without regard to the origin of deposits to the account or beneficial ownership of the funds.

Funds held in individual accounts may be used to repay your debts, whether such debts are owed jointly with another or individually. Your debts include: those owed by you arising out of another joint account of which you are a joint owner, even if they are not directly incurred by you; those on which you are secondarily liable; or any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds.

If we use funds from a time deposit account, the funds withdrawn are subject to the early withdrawal penalty.

We are not liable to you for dishonoring items where withdrawals described in this section result in insufficient funds in your account.

Some government payments (such as Social Security, Supplemental Security Income, Veterans, and other federal or state benefits) may be protected from attachment, levy or other legal process under federal or state law. If such protections would otherwise apply to funds we take or setoff from

your accounts, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay amounts you owe us.

Stop Payment Orders and Postdating Orders

Stop Payment Orders. You may ask us to stop payment on a check or other item if it has not already been paid, but we may not honor your request if you write a check and use as identification your Bank of America ATM Card or Check Card. You may not stop payment on a Check Card, ATM or point-of-sale transaction.

Postdating Orders. If you write and postdate a check (that is — you put a future date on the check), we may pay it and charge it to your account even if it is presented for payment before its date. You may ask us not to pay a postdated check before its date if the check has not already been paid. To do so, you must give us a stop payment order.

Placing Stop Payment Orders. You may request a stop payment order by mail or by calling us at the number for Customer Service on your statement. We may require you to complete a form authorizing the order. You must give us sufficient notice so that we have a reasonable period of time to act on your request. A stop payment order takes effect only after we have a reasonable opportunity to verify that the item is unpaid. We may charge you a fee for each stop payment order and each renewal of the order.

To place a stop payment order, we need the following information: account number, exact amount of the item and item number. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item.

We use a computer system to identify items. Therefore, to act on your order, we need the item number and the exact amount of the item — dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item.

In some cases, we may pay an item even if an order is in effect. For example, if one of our banking centers, without notice of your request, cashes a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after six months. However, there are circumstances in which we may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you do not want the order to expire after six months, you must renew it. Each renewal is treated as a new order. If you want the order to

expire in less than six months, you must cancel the order on or after the date you want it to expire. You may cancel the order by mail or by calling us at the number for Customer Service on your statement. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed.

If the item is presented for payment after the order expires, we may pay the item.

If a postdated check that is subject to a stop payment order is presented to us for payment while the order is in effect, we may return the check with the designation "payment stopped" or "refer to maker."

Our liability for paying an item subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

Additional Information about Automated Clearing House (ACH) Stop Payment Orders. From time to time, we may receive ACH debits to your account from senders you previously authorized to debit your account. You may ask us to stop payment on a future ACH debit to your account if the item has not already been paid. You are responsible for notifying your sender that you have revoked your previous authorization for ACH debits.

For an ACH stop payment order, we generally need the information listed above under *Placing Stop Payment Orders*. We also need your name and telephone number and the type of account (checking or savings). We may also need the date the prior ACH debit from this sender posted to your account so that we can obtain the company name and company identification number used by your sender and printed on your statement. Otherwise, you must provide us with the company name and company identification number.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment based on the company name and company identification number of the sender, but this may stop all ACH items from this sender. If you give us the wrong company identification number or if the sender changes the company identification number, we may pay the item.

The ACH stop payment takes effect within three business days. If you give us oral instructions, we may require you to confirm them in writing. If you do not, we may remove the stop payment after 14 days. Otherwise, your order will be effective for six months.

For more information on stopping a preauthorized payment on a personal account, see *Preauthorized Payments* in the section titled *Electronic Banking Services*.

process directs us to release information about an account that is reported on a combined statement, we may release the entire combined statement, even if other accounts on the combined statement are not covered by the legal process. If the legal process requests information about one account owner or signer, we may release information about other co-owners or signers on the account, even if the other co-owners or signers are not covered by the legal process.

Notice of Withdrawal

Federal regulations require us to retain the right to require all savings and interest-bearing checking account depositors to give seven days' written notice before making a withdrawal. It is unlikely, however, that we would require this notice.

Power of Attorney

If you want to grant someone power of attorney over your account, we ask that you complete our power of attorney form, which is available at many of our banking centers. If your state has a statutory form power of attorney, we also generally accept that form. However, we may accept any form we believe was executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed. In some cases we may require that the attorney-in-fact confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit an attorney-in-fact to conduct.

We may require a separate form for each attorney-in-fact and for each account for which you want to grant power of attorney. If your attorney-in-fact does not present the original form, we may refuse to honor any power of attorney you grant with or without cause and with no liability to you. When we accept a power, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act upon it.

Right of Setoff

We may generally take funds in your accounts with us that you or others deposit and apply those funds to amounts you owe us. This is commonly referred to as a "setoff." Our setoff rights are different than, and in addition to, other rights we have under this Agreement to deduct from your account, or charge your account for, amounts you owe us. As examples

Sub-Accounts

For regulatory accounting purposes we may classify checking accounts as two sub-accounts: a checking sub-account and a savings sub-account. For interest-bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both sub-accounts. For non-interest-bearing checking accounts, we do not pay interest on either sub-account. We may transfer funds between these sub-accounts. We record the sub-accounts and any transfers between them on our internal accounting records only. Otherwise, the sub-accounts are subject to the same terms as the checking and savings accounts described in this Agreement.

Treasury Management Services

We offer Treasury Management Services to help business customers manage their cash flow, gather information on their accounts and perform automated transactions. If you are interested in information on Treasury Management Services, please contact a Treasury Management representative.

Unclaimed Property

Unclaimed property laws require us to turn over abandoned accounts to the applicable state. The applicable state is generally the state listed in the address for your account statement. Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. Please note that you need to perform the activity, which means that automatic deposits and withdrawals may not be considered under your state's unclaimed property laws.

Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. If mail we previously sent to this address was returned, we may not send this notice.

If you have not made a deposit to or withdrawal from your account for a period of time that we consider substantial, then (unless prohibited by federal law or the law of the state where we maintain your account) we may charge dormant account fees on the account in addition to regular monthly maintenance and other fees and, if the account received interest, we may stop paying interest on the account. We may also refuse to pay items drawn on or payable out of the account. If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

Verification of Transactions and Right to Reverse Transactions

All transactions, including those for which we provide a receipt, are subject to our final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you.

Waiver and Severability

We may delay enforcing our rights under this Agreement without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

Tax Information

In most instances we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain — and each U.S. citizen or resident alien must give us — a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the accountholder and the correct backup withholding status.

For personal accounts, the TIN is your Social Security Number (SSN). For personal accounts with more than one owner, we report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner's Employer Identification Number (EIN). For more information on providing the correct name and TIN, see the chart below.

If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current rate on interest earned on your account and pay it to the IRS. Backup withholding is not an additional tax. You should claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

Availability and Reporting of Interest

For interest bearing checking and savings accounts, interest is reported to the IRS as it is earned. For time deposits, interest is reported to the IRS when it is paid.

What name and number to give the requester <i>For this type of account:</i>	Give name and Social Security number of:
1) Individual	The individual
2) Two or more individuals (joint account)	The actual owner of account or, if combined funds, the first individual on account
3) Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4) a) The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5) Sole proprietorship or single-owner LLC	The owner ¹
For this type of account:	Give name and Employer ID number of:
6) Sole proprietorship or single-owner LLC	The owner ¹
7) A valid trust, estate, or pension trust	Legal entity ²
8) Corporate or LLC electing corporate status on Form 8832	The corporation
9) Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10) Partnership or multi-member LLC	The partnership
11) Broker or registered nominee	The broker or nominee
12) Account with Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first the name of the person whose number you furnished. If only one person on a joint account has an SSN, that person's number must be furnished.
² List the minor's name and furnish the minor's SSN.
³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).
⁴ List first the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
Note: If there is more than one name, the number will be considered to be that of the first name listed.

Resolving Disputes

PLEASE READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY.

Subject to the provisions of the *Limitation* section below, you have the right to compel us at your option, and we have the right to compel you at our option, to determine any individual Claim with a value of less than \$1 Million by arbitration. All other Claims will be resolved in court by a judge without a jury; except those brought in California state court, in which case such Claims will be determined by general reference to a referee under California Code of Civil Procedure (C.C.P.) Section 638. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

SUBJECT TO THE PROVISIONS OF THE LIMITATION SECTION BELOW, WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, YOU AND WE AGREE AND UNDERSTAND: (i) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (ii) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (HEREINAFTER REFERRED TO AS THE "CLASS ACTION WAIVER").

"Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement and your deposit relationship with us (including any renewals, extensions or modifications), except providing any ancillary remedies from a court of competent jurisdiction, the exercise of which will not waive the right to arbitration or reference. Claim does not include any action that is brought in a small claims court or an equivalent court, provided that Claim does include any such action that is transferred, removed or appealed to a different court.

Arbitration and Judicial Reference

Arbitration is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. A case sent to judicial reference is also heard by a neutral individual (a "judicial referee"), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The arbitrator or judicial referee, sitting alone

without a jury, will decide all questions of law and fact. The arbitrator or judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us. If you and we are unable to agree, then you must choose one of the following:

Administrators within 10 days of the our written notice that an agreement cannot be reached, in which case the arbitrator or referee will be selected in accordance with the Administrators' rules:

- American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879.
- National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, www.naf-forum.com, (800) 474-2371.

If you do not choose the Administrator on a timely basis, we will select the Administrator.

Limitation

Regardless of anything else in this *Resolving Disputes* section, the validity and effect of the Class Action Waiver may be determined only by a court or judicial referee and not by an arbitrator. You and we both acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then this agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

Governing Law for Arbitration

Subject to the provisions of the *Limitation* section above, the arbitration of any matter involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"). Subject to the provisions of the *Limitation* section above, the arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and may dismiss barred claims. Arbitrations will be governed by the rules of the Administrator, except that either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable. Subject to the provisions of the *Limitation* section above, the arbitrator will award all remedies available in an individual lawsuit under applicable substantive law, provided that (and except as limited by applicable law)

under no circumstances will we be liable for any incidental, consequential, special, exemplary or punitive damages. At the time of request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

Governing Law for Judicial Reference

Judicial reference shall be governed by C.C.P. Section 638 et seq. and the judicial referee will determine all issues in accordance with existing California law and the California rules of evidence. The referee will be empowered to enter equitable as well as legal relief; provide all temporary or provisional remedies; enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication, provided that (and except as limited by applicable law) under no circumstances will we be liable for any incidental, consequential, special, exemplary or punitive damages. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644(a) and 645. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

Trial by a Judge Without a Jury

A Claim that is not submitted to arbitration or judicial reference will be decided by a judge without a jury as permitted by law.

Rules of Interpretation

Except as provided in the *Limitation* section above, if any portion of this *Resolving Disputes* section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. In the event of a conflict or inconsistency between this *Resolving Disputes* section and other terms of the Agreement or the applicable rules of the Administrator, this *Resolving Disputes* section will govern. If there is any conflict between this *Resolving Disputes* section and any other dispute provision (whether it be for arbitration, reference or any other form of dispute resolution), this *Resolving Disputes* section will prevail for Claims arising out of this Agreement or the transaction(s) contemplated by this Agreement.

Jurisdiction and Venue

Any action regarding your account must be brought in the state whose law governs or controls your account. You submit to the personal jurisdiction of that state, unless a Claim is submitted to arbitration and that location is not reasonably convenient for you, in which case you and we will attempt to agree on a location, and if unable to do so, then the location will be determined by the Administrator or arbitrator.

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